

EXHIBIT C-3

CV-0071917
CAUSE NO. _____

Sandrica Garrett
Plaintiff,

v.

Kirby Inland Marine, LP; and
Cleopatra Shipping Agency, Ltd.
Defendant.

§ IN COUNTY COURT AT LAW
§ Galveston County - County Court at Law No. 3
§
§ NUMBER _____
§
§
§
§ GALVESTON COUNTY, TEXAS

Plaintiff's Original Petition

Plaintiff Sandrica Garrett brings this action complaining of Defendants Kirby Inland Marine, LP and Cleopatra Shipping Agency, Ltd. (collectively "Defendants"), and would respectfully show the Court that:

I.

Jurisdiction

1. This claim is maintained under the Jones Act (46 U.S.C. § 30104) and/or the general maritime law of the United States. The Court has jurisdiction pursuant to the Saving to Suitors clause.

2. It is well-settled that Jones Act cases are not removable to federal court.

II.

Venue

3. Venue is proper pursuant to Texas Civil Practice and Remedies Code, Section 15.0181 and 15.002.

III.

Discovery Level

4. Discovery in this matter may be conducted under Level 2 of the Texas Rules of Civil Procedure.

IV.

Parties

5. Plaintiff resides in Louisiana.

6. Defendant Kirby Inland Marine, LP (“Kirby”) is a Delaware limited partnership with its principal place of business in Harris County, Texas. Kirby may be served with process through its registered agent, CT Corporation System at 1999 Bryan St. Ste. 900, Dallas Texas 75201-3136.

7. Defendant Cleopatra Shipping Agency, Ltd. (“Cleopatra”) is a foreign entity which does substantial business in the State of Texas and in Galveston County waters. Cleopatra may be served with process through the Hague Convention or through its president at its principal place of business, Leoforos Chatzikiriakou 15, Pireas, Greece.

V.

Nature of the Action

8. This lawsuit is necessary as a result of personal injuries that Plaintiff received on or about March 22, 2014. On or about these dates, Plaintiff was employed as a seaman by Kirby aboard the M/V MISS SUSAN which was owned, operated and/or managed by Kirby. While the M/V MISS SUSAN was deployed on navigable waters within Galveston County

waters, and while Plaintiff, as a member of its crew, was contributing to and aiding such vessel to accomplish its mission, a collision occurred between the M/V MISS SUSAN and the M/V SUMMER WIND. The M/V SUMMER WIND was owned, operated, and/or managed by Cleopatra. As a direct and proximate result of the collision, Plaintiff sustained serious injuries to her back, shoulders, eyes and other parts of her body. In addition, Plaintiff sustained respiratory injuries as a direct and proximate result of the collision.

9. Defendants are negligent, negligent *per se*, and grossly negligent for the following reasons:

- a. failure to properly supervise their crew;
- b. failure to properly train their employees;
- c. failure to provide adequate safety equipment;
- d. failure to provide adequate medical treatment;
- e. operating the vessel with an inadequate crew;
- f. failure to maintain the vessels;
- g. failure to safely navigate and/or operate the vessels;
- h. vicariously liable for their employees' and agents' negligence;
- i. violating applicable Coast Guard, OSHA, BSEE rules, and/or other applicable regulations; and
- j. other acts deemed negligent.

10. At all relevant times, the vessels involved were unseaworthy.

11. As a result of said occurrences, Plaintiff sustained severe injuries to her body, which resulted in physical pain, mental anguish, and other medical problems. Plaintiff has

sustained severe pain, physical impairment, discomfort, mental anguish, and distress. In all reasonable probability, Plaintiff's physical pain, physical impairment and mental anguish will continue indefinitely. Plaintiff has also suffered a loss of earnings in the past, as well as a loss of future earning capacity. Plaintiff has incurred and will incur pharmaceutical and medical expenses in connection with her injuries.

12. As an American seaman, Plaintiff is also entitled to maintenance and cure. Kirby has willfully, wantonly, arbitrarily, and capriciously failed to live up to its maintenance and cure obligations, entitling Plaintiff to an award of punitive damages and attorneys' fees. Plaintiff demands that Kirby institute maintenance payments (including back maintenance) and guarantee payment of her medical bills and/or reimburse her for her medical bills. Plaintiff has been damaged in a sum far in excess of the minimum jurisdictional limits of this Honorable Court, for which she now sues.

13. Further, Defendants acted knowingly and/or recklessly, committing gross negligence. Accordingly, Plaintiffs are entitled to and seeks exemplary damages.

VI.

Jury Trial

14. Plaintiff hereby requests a trial by jury on all claims.

15. As a Jones Act seaman, Texas Government Code, Section 23.101(a)(5) gives Plaintiff the right to a preferential trial setting. Plaintiff respectfully requests the Court give this case a preferential trial setting.

VII.

Prayer

Plaintiff prays that this citation issue and be served upon Defendants in a form and manner prescribed by law, requiring that the Defendants appear and answer, and that upon final hearing, Plaintiff has judgment against Defendants, both jointly and severally, in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post-judgment interests, all costs of Court, attorneys' fees, punitive damages, and all such other and further relief, to which she may show herself justly entitled. Plaintiff seeks monetary relief over \$1,000,000.

Respectfully submitted,

ARNOLD & ITKIN LLP

/s/ Noah M. Wexler

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